

Tax Key No.: 134-07400-0390
State Id. No.: 79 06-24-300 012.000-023
Last Transfer: Deed Book 279, Page 142

GRANT OF EASEMENT

(Western Interceptor Sanitary Sewer Line Division IV
Temporary Easement for Parcel 16)

PURDUE RESEARCH FOUNDATION (the "Grantor"), an Indiana corporation (formed and existing under the Indiana Foundation or Holding Companies Act, Acts of 1921, ch. 246), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof being hereby acknowledged, does hereby give, convey, and grant unto CITY OF WEST LAFAYETTE of Tippecanoe County, State of Indiana, and to its successors and assigns, (collectively, the "Grantee") a temporary, non-exclusive easement and right, for use and aid in the installation and construction (the "Temporary Easement") of one (1) sanitary sewer pipeline (the "Pipeline") pursuant to and contemplated by a certain Grant of Easement (Western Interceptor Sanitary Sewer Line Division IV Temporary and Permanent Easement for Parcel 17 and 17A), dated _____, from THE TRUSTEES OF PURDUE UNIVERSITY, a body corporate created and existing under the laws of the State of Indiana, to Grantee, recorded in the Office of the Recorder of Tippecanoe County, Indiana, on _____, as Instrument No. _____ (the "Permanent Easement"); such Temporary Easement pertaining to an area located in, upon, along and over certain strips of land situated in Tippecanoe County, Indiana, more particularly described in Exhibit A and shown on Exhibit B (the "Temporary Easement Area"). The Temporary Easement shall expire in effectiveness upon the date the Pipeline has been constructed and all necessary clean-up, site leveling, and construction site work in the Temporary Easement Area and the adjoining lands of the Grantor has been completed pursuant to the terms and conditions of this Grant of Easement (the "Grant").

This Grant is subject to any and all existing easements, rights-of-way, and other restrictions of record.

The Grantor further grants to the Grantee the right of ingress and egress to and from the Temporary Easement Area over the adjoining lands of the Grantor for all purposes necessary and incidental to the exercise by the Grantee of the specific activities authorized herein.

Subject to the provisions hereof, this Grant shall constitute an immediately effective easement.

This is a NON-EXCLUSIVE Easement, and the Grantor reserves the right to grant similar easements to parties other than the Grantee so long as the use of the Temporary Easement Area by the Grantee as permitted hereunder is not unreasonably restricted.

The Grantor represents and warrants to the Grantee that the Grantor is the true and lawful owner of the Temporary Easement Area and has full right and power to grant and convey the rights conveyed herein subject to any and all easements, rights-of-way, and other restrictions of record.

The Grantor reserves the full use and enjoyment of the Temporary Easement Area not inconsistent herewith. The Grantor reserves the right to construct irrigation systems, parking lots, streets, sidewalks minor structures not including buildings that would not materially impede access for maintenance, and utilities across, over and along the Temporary Easement Area. The Grantor may, as a courtesy, advise the Grantee regarding improvements in the Temporary Easement Area and when other "uses" in the Temporary Easement Area are approved by the Grantor.

The Grantor may, at any time at its expense, relocate the Temporary Easement Area or portions thereof and any utilities constructed thereon, after approval of such plans and construction by the City, which approval shall not be unreasonably withheld.

The Grantee's installation and construction of the Pipeline in the Temporary Easement Area (collectively, the "Grantee's Temporary Work") shall be done as to have a minimal impact on uses of and improvements in the Temporary Easement Area and the adjoining lands of the Grantor. The Grantee shall notify the Grantor in writing at least thirty (30) business days prior to any regular Grantee's Temporary Work, as well as exercise of its right of ingress and egress to and from the Temporary Easement Area over the adjoining lands of the Grantor in connection with the Grantee's Temporary Work. Any advance notice shall include engineering plans for the Grantee's Temporary Work and the Grantor may request any reasonable modification to them that is in accordance to protect the integrity of the Temporary Easement Area and adjoining lands of the Grantor, and minimize impact thereon. The timing of regular Grantee's Temporary Work shall be conducted in coordination with the Grantor as to avoid interference with the Grantor's uses of its property.

The Grantee shall be responsible for any and all cost and expense to restore the Temporary Easement Area and the adjoining lands of the Grantor disturbed by the Grantee to the condition it was immediately prior to being disturbed by the Grantee.

Also, the Grantee shall be responsible for the cost and expense of any damage if the Grantor is prevented from use of the Temporary Easement Area and the adjoining lands of the Grantor due to any Grantee's Temporary Work. The Grantee shall pay the Grantor for any and all such costs and expenses within thirty (30) days of the Grantor's written demand for payment.

The Grantee may not remove or trim any trees, brush, or other landscaping in the Temporary Easement Area and the adjoining lands of the Grantor without the prior written consent of the Grantor, which shall not be unreasonably withheld.

The Grantee shall and will indemnify and hold the Grantor harmless from and against any and all damage, injuries, losses, claims, demands, or costs resulting from the Grantee's Temporary Work in the Temporary Easement Area and the adjoining lands of the Grantor by the Grantee, its agents, representatives, employees, contractors, or invitees.

In the event either party will be compelled to employ an attorney to enforce the provisions of this Grant, the parties agree that the non-defaulting party will be entitled to all of its legal costs and expenses, including reasonable attorney fees, incurred thereby.

This Grant is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto. The Grantee may only assign this Grant with written approval of the Grantor.

This Grant may be executed in one or more counterparts, each of which will be deemed an original copy of this Grant, and all of which, when taken together, will be deemed to constitute one and the same agreement. The signature of any party on a fax document shall be considered to have the same binding legal effects as a signature on an original document.

The undersigned person executing this Grant on behalf of the Grantor represents and certifies that the undersigned is a duly elected officer of the Grantor, and has been fully empowered by proper Resolution or the By-Laws of the Grantor to execute and deliver this Grant; that the Grantor has full corporate capacity to make this Grant; and that all necessary corporate action for the making of this Grant has been duly taken.

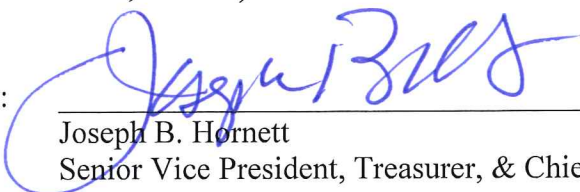
IN WITNESS WHEREOF, the above-named Grantor, PURDUE RESEARCH FOUNDATION ("PRF"), an Indiana corporation (formed and existing under the Indiana Foundation or Holding Companies Act, Acts of 1921, ch. 246), has caused this Grant to be executed by its duly authorized officers on the 14th day of June, 2011.

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GRANTOR:

PURDUE RESEARCH FOUNDATION
an Indiana corporation (formed and existing under
the Indiana Foundation or Holding Companies Act,
Acts of 1921, ch. 246)

By:



Joseph B. Hornett

Senior Vice President, Treasurer, & Chief
Operating Officer

ATTEST:

By:



Judith A. Hall

Corporate Secretary

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THE CITY ACCEPTS AND AGREES:

CITY OF WEST LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

By: _____
John R. Dennis, Mayor & Board President

By: _____
Sana G. Booker, Member

By: _____
Bradley W. Marley, Member

By: _____
Jonathan C. Speaker, Member

By: _____
Elizabeth M. Stull, Member

ATTEST:

By: _____
Judith C. Rhodes, Clerk-Treasurer & Clerk of the Board

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STATE OF INDIANA)
)
COUNTY OF TIPPECANOE) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of June, 2011, personally appeared PURDUE RESEARCH FOUNDATION, an Indiana corporation (formed and existing under the Indiana Foundation or Holding Companies Act, Acts of 1921, ch. 246), by Joseph B. Hornett and Judith A. Hall, its Senior Vice President, Treasurer, & Chief Operating Officer, and Corporate Secretary, respectively, who acknowledged the execution of the foregoing Grant for and on behalf of the Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Signature: David L. Hodde

Printed Name: David L. Hodde

NOTARY PUBLIC

County of Residence: Hendricks

My Commission Expires: May 22, 2014



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STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

Before me, the undersigned Notary Public in and for said County and State, personally appeared John R. Dennis, Mayor and Board President; Sana G. Booker, Bradley W. Marley, Jonathan C. Speaker, and Elizabeth M. Stull, Members; and Judith C. Rhodes, Clerk-Treasurer & Clerk of Board of the WEST LAFAYETTE BOARD OF PUBLIC WORKS AND SAFETY, acknowledged the execution of the foregoing Grant for and on behalf of the Grantor, and who having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 2011.

Signature: _____

Printed Name: _____

Notary Public

County of Residence: _____

My Commission Expires: _____

This document prepared by:
Eric H. Burns
Withered Burns & Persin, LLP.
8 N. Third Street, Suite 401
P.O. Box 499
Lafayette, IN 47902

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Eric H. Burns

584145v1

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Butler Fairman and Seufert, Inc.

10 North Third Street
Lafayette, IN 47901
Tel. 765-423-5602
Fax 765-742-5321

EXHIBIT "A"

LEGAL DESCRIPTION – TEMPORARY EASEMENT (Parcel 16)


A part of the Southwest Quarter of Section 24, Township 23 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said quarter section; thence North 0 degrees 31 minutes 52 seconds West 449.78 feet along the east line of said quarter section to the POINT OF BEGINNING of this description; thence North 86 degrees 29 minutes 26 seconds West 86.72 feet; thence North 11 degrees 23 minutes 25 seconds East 72.99 feet; thence South 85 degrees 08 minutes 24 seconds East of 71.75 feet to the east line of said quarter section; thence South 0 degrees 31 minutes 52 seconds East 70.78 feet along said east line to the POINT OF BEGINNING, containing 0.130 acres, more or less.

SURVEYOR'S CERTIFICATE

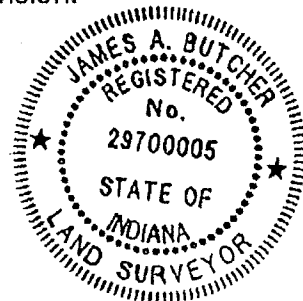
I, James A. Butcher, a Registered Professional Land Surveyor of the State of Indiana, do hereby certify that the above description was prepared by me or under my direct supervision.

CERTIFIED BY:


James A. Butcher, L.S. # 29700005

9/14/10

Date



OWNER: Purdue Research Foundation

TAX KEY NUMBER: 134-07400-0390

DEED RECORD: Deed Book 279, Page 142

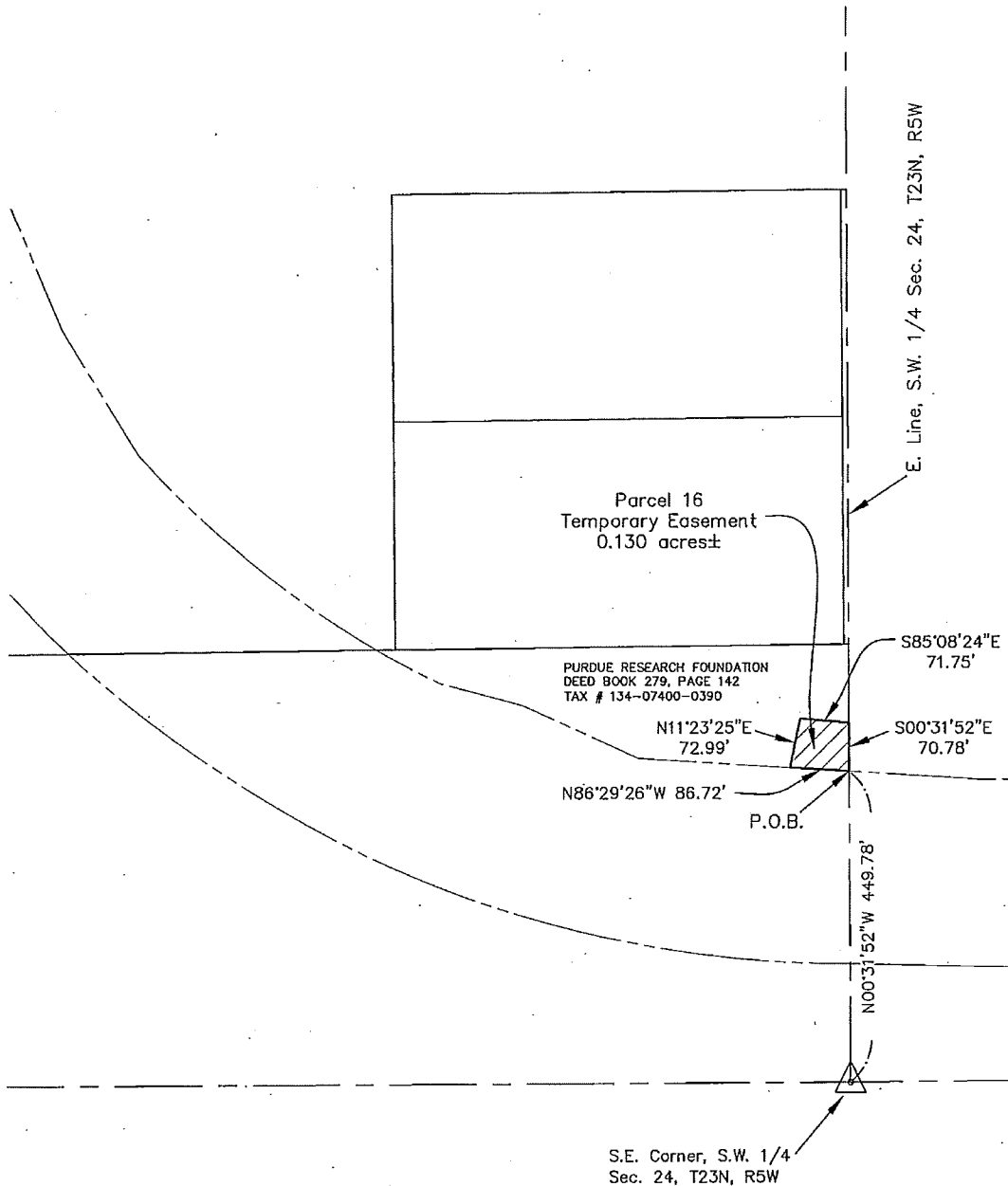
PREPARED FOR: Greeley and Hansen

OWNER : *Purdue Research Foundation*
Deed Book 279, Page 142

DRAWN BY : *JAB*
CHECKED BY : *JAB*
SCALE : 1" = 200'

 HATCHED AREA IS THE
APPROXIMATE TAKING

THIS DRAWING WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY
CHECKED BY A FIELD SURVEY. THIS DRAWING IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, ROUTE SURVEY OR SURVEYOR LOCATION REPORT.



PARCEL NO. : 16
PROJECT : *Western Interceptor, Division IV*
COUNTY : *Tippecanoe*
SECTION : 24
TOWNSHIP : 23 North
RANGE : 5 West
PREPARED FOR: *Greeley and Hansen*

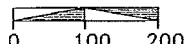
SCALE: 1"=200'

SCALE IN FEET

EXHIBIT "B"

TEMPORARY EASEMENT

BUTLER FAIRMAN AND SEUFERT, INC.

10 North 3rd Street
Lafayette, Indiana 47901
Phone: (765) 423-5602
Fax: (765) 742-5321

SHEET NO.
1 OF 1

DATE: Sept. 13, 2010
DR. BY: J.A.B.
JOB NO. 5097